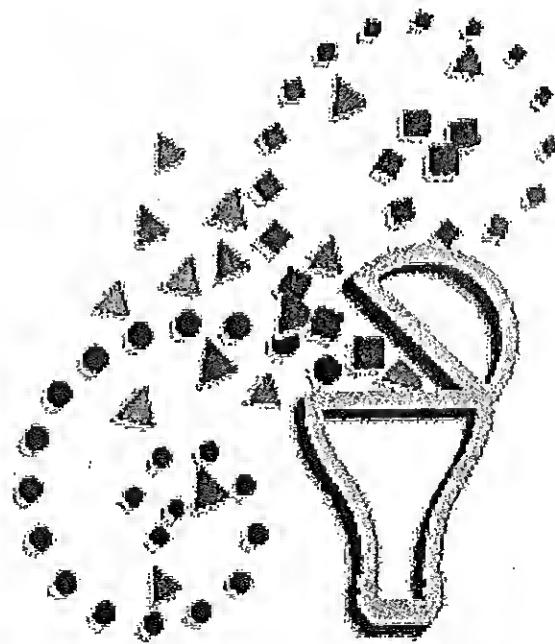


The Hopatcong Board of Education  
Sussex County, New Jersey  
And  
The Hopatcong Education Association  
(H.E.A.)

## Teachers

Enlighten Children's



Love For Learning

**Employment Contract**  
September 1, 2011 through June 30, 2014

## **PREAMBLE**

This Agreement is entered into for the period September 1, 2011 through June 30, 2014 by and between the Board of Education of the Borough of Hopatcong, New Jersey, hereinafter called the "Board," and the Hopatcong Education Association, hereinafter called the "Association."

## **ARTICLE I**

### **RECOGNITION**

#### **A. Unit**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract or on leave. Members of the bargaining unit shall include:

Teachers	Nurses	Media Specialists
Librarians	Speech Therapists	Guidance Counselors
Social Workers	Psychologists	
Learning Disabilities	Teacher Consultants	

Membership in the bargaining unit shall be determined by duties performed, not by title of position, or the full or part-time status of the person in that position.

#### **B. Definition of Teacher**

Unless otherwise indicated, the term "Teachers," when used hereinafter, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

## **ARTICLE II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

#### **A. Deadline Date**

The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than December 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires or pursuant to statute. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association when ratified by both parties.

**B. Modification**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**C. Reopening Clause**

Both parties agree to reopen negotiations upon mutual consent.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

**A. Grievance**

1. A grievance is a claim based upon the interpretation, application or violation of expressed contract terms, statutes, and rules affecting terms and conditions, and policies and administration decisions.
2. An aggrieved person is the person, persons, or the Association making the claim.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any teacher.
4. A teacher with a grievance may discuss the matter informally with the appropriate member of the Administration and have the grievance adjusted providing the adjustment is not inconsistent with the terms of this Agreement.

**B. Procedure**

1. Alleged violations of expressed contract terms may proceed to level four; alleged violations of statutes and rules affecting terms and conditions may proceed to level two; and alleged violations of policies and administration decisions may proceed to level three.
2. The number of days indicated at each level of the grievance procedure should be considered as a maximum time limit, which may be extended by mutual agreement in writing.
3. Disposition of grievances at all levels shall be in writing and state the reason for the decision. Copies of correspondence at all levels shall be mailed to the Superintendent.

- 4a. In the event that a grievance cannot be resolved prior to the conclusion of a school year, the grievance shall be resumed as of the first day of the following school year. The Association has the option of continuing a grievance over the vacation period.
- 4b. Grievances must be initiated within three (3) days after the close of the teacher's work year in order to be carried over to the following school year. The Association shall notify the Superintendent of its intent to delay processing a grievance until the following year.
5. Grievances affecting teachers in more than one building shall begin at level two.

**C. Level One – Building Principal or Immediate Supervisor**

All grievances shall be submitted in writing to the principal or immediate supervisor within thirty (30) working days of the alleged occurrence or date of impact on the teacher. All grievances shall be filed on an Association grievance form.

**D. Level Two – Superintendent of Schools**

1. If the aggrieved teacher is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) school days after the grievance was delivered to the principal or immediate supervisor, the Association may submit the grievance to the Superintendent within five (5) school days of receipt.
2. The Superintendent of Schools shall render a written decision within five (5) school days of receipt of the grievance.

**E. Level Three – Board of Education**

1. If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, the Association may submit the grievance to the Board of Education within five (5) school days of receipt.
2. The Board of Education shall render a written decision within ten (10) school days of receipt of the grievance or two (2) days after the next regularly scheduled public Board meeting, whichever is longer.

#### **F. Level Four – Arbitration**

1. If the aggrieved person is not satisfied with the disposition of his grievance at level three or if no decision has been rendered as per E above, the Association may within ten (10) days submit the grievance to the Public Employment Relations Commission and shall notify the Board in writing of said request for arbitration. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission.
2. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which would require the commission of an act prohibited by law, which is violative of the terms of this Agreement, or which would significantly interfere with the exercises of inherent management prerogatives pertaining to the determination of governmental policy. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties.
3. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **G. Rights of Teachers to Representation**

1. Any aggrieved person shall be represented at all levels of the grievance procedure by a representative appointed by the Association.
2. No reprisals of any kind shall be taken by the Association, by any teacher, by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## **ARTICLE IV**

### **TEACHER RIGHTS**

#### **A. Rights and Protection in Representation**

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States. The Board also agrees that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

#### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

#### **C. Just Cause Provision**

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

#### **D. Required Meetings or Hearings**

Whenever any teacher is required to appear before the Board, Superintendent, or agent thereof concerning any matter which could adversely effect the continuation of that teacher in his office, position of employment, or the salary or any increment pertaining thereto, then he shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Association present to advise.

**E. Criticism of Teachers**

Any criticism of a teacher by a supervisor, administrator or Board member shall be made in confidence.

**F. Association Identification**

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**G. Designated Faculty Areas**

Designated faculty areas shall be provided in each building for the private and confidential use of teachers. No teacher shall be disciplined, reprimanded, or held accountable for any statement made in the sanctity of a designated faculty area.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

**A. Information**

The Board agrees to furnish to the Association information in accordance with the *OPRA* [Open Public Records Act] of the State of New Jersey together with information which may be necessary for the Association to process a grievance or conduct negotiations provided the information requested is legally subject to public distribution.

**B. Release Time for Meetings**

No representative of the Association or teacher shall suffer loss of pay while participating in any meeting called by the Board of Education during working hours.

**C. Use of School Buildings**

The Association and its representatives shall have the right to use school buildings for Association activities in accordance with Board policy.

**D. Mail Facilities and Mail Boxes**

The Association shall have the right to use the interschool mail facilities and mail boxes for Association business.

**E. Bulletin Boards**

The Association shall, at their discretion, have in each school building the use of a bulletin board in each faculty lounge.

**F. Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

**G. Telephones**

Faculty Telephones: A non-coin operated telephone shall be provided in each building for the professional use of teachers. Said telephone shall be placed in a location where conversations can be held in private.

**H. Association Days**

The President of the HEA or his designee shall be entitled to two (2) days, release time per month for the purpose of conducting Association business. Said days shall be termed Association Days and shall be with full pay. In the event a substitute is necessary, the Association shall reimburse the Board for that salary. If the HEA President works at the High School or Middle School, they shall not teach more than five classes and will have duty free schedule. Should the President teach in Grades Pre-K through Grade 6, the President shall have a duty free schedule.

**ARTICLE VI**

**TEACHER WORK YEAR**

- A.** The in-school work year for ten-month teachers shall not exceed 185 days (one hundred eighty-five). There shall be no scheduled student contact for those contract days in excess of 180. To the extent the remaining 5 days are used for in-service days or workshops, such days shall be structured so that attendance shall be creditable toward the State Professional Development Requirement. A minimum of 2 in-service days shall be used for such qualified in-service. No teacher shall be required to report before September 1<sup>st</sup>.
- B.** Any teacher assigned to work in his/her regular professional capacity beyond the regular in-school year shall be compensated at a rate of 1/200<sup>th</sup> of his/her previous year's salary.

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

#### A. Teacher Day

1. Check-In Procedure – At all times when teachers are required to work, they shall signify their presence in each building by initialing in and out. Listing times of arrival and departure shall be at the option of the teacher.
2. Length of Day
  - a. The total in-school work day shall be determined by the building policy and/or practice. In the event of an emergency, the in-school work day may be extended by the Administration.
  - b. The length of a teacher's day shall be as herein specified except as needed to give individual instruction to his/her own students as determined by the teacher and/or administrator. If such instruction is deemed necessary, the teacher and administrator shall be responsible for scheduling the time, which shall exclude Fridays.
3. Arrival and Dismissal Time – Teachers K-12: The teacher's work day includes instructional duties, non-teaching duties, (i.e., Article VIII), preparation periods, recess periods and lunch periods. The time before and after the student's day shall be assigned by the principal in accordance with this Article.
4. Arrival and Dismissal Time – K-5:
  - a. No teacher shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupil's school day, and all teachers shall be permitted to leave twenty (20) minutes after the close of the last teaching period of the pupil's day.
  - b. A teacher's day shall extend no longer than six (6) hours and fifty-five (55) minutes from the time he is required to check in.
5. Arrival and Dismissal Time – 6-12:
  - a. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupil's school day, and all teachers shall be permitted to leave ten (10) minutes after the close of the last teaching period of the pupil's day.
  - b. A teacher's day shall extend no longer than six (6) hours and fifty-five (55) minutes from the time he is required to check in.

6. Effective September 2012 teachers shall be guaranteed a half work day on the last working day before the Thanksgiving break and the Christmas break. On Fridays or on days preceding a holiday, the teacher day shall end at the end of their normal workday, including bus duty. This provision shall not affect the obligation to attend High School and/or Middle School graduation.

## **B. Teaching Load 6-12**

- 1a. The daily teaching load for teachers of grades 6 through 12 shall consist of no more than five (5) instructional periods and no more than one (1) assigned non-teaching duty. Said non-teaching duty is not to exceed an instructional period in length, except in special areas where assignments shall not exceed six (6) periods. In cases where an additional teacher would have to be hired to teach an extra section of classes in the academic areas of English, Mathematics, Social Studies or Science, only one staff member within the department may be assigned six teaching periods. The Basic Skills Department is not considered a special area.
- 1b. In cases where a staff member within the English or Mathematics Department is scheduled for a sixth period, the Basic Skills instructor will be limited to five teaching periods. These teaching periods could be a combination of Basic Skills Mathematics and Departmental Mathematics or Basic Skills English and Departmental English. In cases where no staff member within the English or Mathematics Department has been assigned to a sixth period, the Basic Skills Mathematics or English instructor can be assigned a sixth teaching period from that department and will be assigned a total of six teaching periods. Only one teacher within the Basic Skills Department may be assigned to six periods.
2. Teachers of grades 6 through 12 shall not be required to teach more than two (2) subject areas unless a staff member who is certified volunteers to teach in a third area. The total teaching preparations should not exceed three (3). If the class load in a department is such that an additional staff member would have to be hired to teach a class, the additional class should be assigned to another teacher, in accordance with B1 above. The principal will try to find a volunteer before the assignment is made. Four (4) preparations may be required in emergency circumstances upon approval of the Superintendent.
3. Teachers of grades 6 through 12 shall not be required to teach continuously for more than three (3) periods nor more than two (2) where double periods are used, whenever possible.
4. Exceptions may occur within areas where there is only one teacher for a discipline. In this situation, the teacher assignment may be reviewed on a case by case basis.

**C. Teaching Load K-5**

Teachers in grades K-5 shall not be required to teach continuously for more than three (3) hours where possible.

**D. Preparation Time and Lunch**

1. All teachers shall, in addition to their duty free lunch period, have preparation time during which they shall not be assigned other duties.
2. All teachers will have a minimum of five (5) preparation periods per week.
3.
  - a. Preparation periods shall be a minimum of forty (40) minutes in duration.
  - b. All teachers K-5 shall have each week five (5) preparation periods of not less than forty (40) minutes in duration.
4.
  - a. All teachers of grades 6-12 shall have a minimum of forty (40) minutes for lunch each day.
  - b. All teachers of grades K-5 shall have a minimum of four (4) fifty-six (56) minute lunch periods each week, and they may have one (1) twenty-eight (28) minute lunch period each week. On said day twenty-eight (28) minute lunch period, teachers will have twenty-eight (28) minutes for lunch and an assignment of twenty-eight (28) minutes of either cafeteria supervision or recess and/or playground supervision, and shall not be assigned any other non-teaching duty that day.
  - c. In addition to the above 4b, the Board may seek volunteers to cover cafeteria supervision or recess and/or playground supervision for the entire year. Said teachers will be remunerated at one-half of the annual rate of reimbursement for each cafeteria supervision or for each recess and/or playground supervision. If one person covers both segments, i.e., cafeteria and recess and/or playground supervision, he shall be remunerated at the rate of \$2,850.
5. Teachers may leave the building without requesting permission during their duty free periods, but must initial in and out at the General Office.
6. Although teachers are free to use prep time at their discretion, it is expressly understood that parent conferences and/or CST staffings shall supersede any other activity and such parent conferences and/or CST staffings may be scheduled by the building principal. The building principal will so schedule such parent conferences and/or CST staffings for a teacher no more than 20 times per year. The teacher shall be given written notification of two school days prior to said scheduled meeting.

7. Teachers who are required to write Present Levels of Academic Achievement and Functional Performance [i.e. PLEPS] will receive one release day for each 12 Present Levels of Academic Achievement and Functional Performance that need to be completed.

## **E. Meetings**

- 1a. Teachers may be required to come before or to remain after the end of the regular workday, without additional compensation for the purpose of attending no more than twenty-seven (27) meetings per academic year, three (3) of which may be at night, effective September 2012. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal and shall run for no longer than one (1) hour whenever possible. Except in cases of emergency, meetings which take place after the regular in-school workday and which require attendance, shall not be called on Fridays, and days immediately preceding any holiday, or days upon which teacher attendance is not required at school.
- 1b. The utilization of one of the three potential evening meetings to attend High School graduation is permissible. Should High School and/or Middle School graduation ceremonies be scheduled for a Friday evening, participation by the High School and/or Middle School staff shall be voluntary.
- 1c. Staff members who are assigned to attend an evening function shall have that assignment counted as an evening meeting. Any and all activities that staff members attend on a voluntary basis shall not be counted as an evening meeting.
2. An Association representative may speak at the conclusion of any faculty meeting at the request of the representative.
3. No staff member shall be required to attend a meeting in which the agenda is not pertinent to his or her professional responsibilities, and when only part of the agenda is pertinent to a staff member, those items shall be discussed first and a staff member shall be permitted, at the discretion of the building principal, to leave at the conclusion of those items.
4. It is agreed that a faculty meeting agenda will be distributed in advance of the meeting, to include items reasonably expected to be discussed.

## **F. Extracurricular Activities**

1. Teacher participation in extracurricular activities beyond the school day shall be voluntary.
2. Teachers shall be compensated in accordance with the Extra Pay/Extra Duty Guide.

3. No teacher shall participate in an extracurricular activity until a signed, written agreement pertaining to terms and conditions for said position has been executed by the Board and the Association.
4. Teachers shall be compensated for Extra Pay/Extra Duty Guide assignments in three (3) payments over the course of the activity for athletics and two (2) payments over the course of the activity for advisorships.
5. Teachers volunteering to teach the SAT Prep Program will be paid \$1,026 per marking period. Teachers volunteering to teach this program will do so either during their lunch or prep and instruction will occur on no more than three days per week. Compensation shall be paid at the end of each marking period.

## **ARTICLE VIII**

### **NON-TEACHING DUTIES**

- A.** Teachers may be required to perform the following non-teaching duties as determined by the building principal and according to need, including but not limited to:
  1. Cafeteria supervision;
  2. Recess and/or playground supervision;
  3. Bus duty;
  4. Hall duty;
  5. Supervision of lavatories; and
  6. Detention duty.
- B.**
  1. No teacher in grades 6-12 shall be assigned to either cafeteria supervision, and/or recess and/or playground supervision more than twenty (20) times per school year. On the high school level, teachers may be assigned a maximum of twenty (20) additional cafeteria duty assignments and shall be compensated \$30.00 per assignment.
  2. In addition to B1 above, the Board may seek volunteers to cover cafeteria supervision and recess and/or playground supervision for the entire school year. Said supervision shall be one (1) period in length. Volunteers shall be remunerated at twenty-four hundred dollars (\$2,400) per year for the duration of this contract.
- C.** No teacher shall perform more than one non-teaching duty per day. Such assignments shall not be greater than one regular instruction period of time. No teacher shall be assigned a duty on days on which they are involved in Middle School team meetings.
- D.** Teachers who volunteer may be assigned to a non-teaching duty prior to, during, or after the close of the teacher workday.

- E. Curriculum work/In-Service workshops – Teachers who are involved in Summer curriculum work and/or in-service workshops, as well as school nurses who perform Summer work in preparation of the new school year, shall be paid at the Summer curriculum rate \$25.00 per hour. Nurses will be permitted to work up to two (2) days each Summer.
- F. The selection of teachers who apply for the posted paid positions of cafeteria duty, after school detention, homework club, and Saturday detention shall be governed by the following procedure: Teachers shall apply for each separate duty. If only one teacher applies for the position, that person shall receive it. If more than one teacher applies for a single duty, then the order of selection shall be: first the teacher who has never held the specific position, followed by teachers who served from the least recent to the most recent. Should there be an equal number of years served, then selection shall be made by administration between those tied at first position.

## **ARTICLE IX**

### **TEACHER EMPLOYMENT**

- A. Each teacher shall be placed on his proper step of the salary guide. Proper placement on the salary guide step may not necessarily reflect the years of teaching experience. Any teacher employed by Contract on or before February 1<sup>st</sup> of any school year and who completes five (5) months of continuous service or who completes six (6) months of contracted full-time employment in one school year shall be given full credit for one year of service toward the next increment step for the following year. Credit up to the maximum step of any salary level on the Teachers' Salary Guide shall be given for previous outside teaching experience and for service in the Peace Corps, Vista or National Teacher Corps, or time spent on a Fulbright Scholarship. This credit and step placement may not correspond to actual years of service.
  - 1. A teacher returning to the district shall be placed on his proper step of the salary guide. Proper placement shall be the step on the guide that is equivalent to the placement of any other teacher with the equivalent years of teaching experience.
  - 2. Any teacher returning from a leave or other extended absence shall be placed on the proper step of the guide, i.e., equivalent to any other teacher with the same number of credited years of experience.
  - 3. Placement on the salary guide for new employees will be such that placement will correspond to the placement of existing employees with similar work experience.

- B. Previously accumulated unused sick leave days shall be restored to all teachers returning from leave. Whenever the Board employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board will grant full credit therefore from the immediate previous district only. Proof of unused sick leave is the responsibility of the employee and must be in written form from the previous district.
- C. All teachers shall be notified of their contract and salary steps for the ensuing year no later than April 30<sup>th</sup>, or as per statute.

## **ARTICLE X**

### **SALARIES**

#### **A. Salary Schedule**

The mutually agreed upon salary guides shall be attached hereto and made a part hereof.

#### **B. Method of Payment**

- 1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- 2. When a payday falls on or during a school holiday, vacation or weekend, paychecks shall be available to all unit members on the last working day.
- 3. Upon completion of year-end duties and release by the principal, teachers will be paid on the last day of school.
- 4. A teacher may annually choose to have any amount deducted and deposited in his account at Tri-Co Federal Credit Union.
- 5. A teacher may choose to have any amount deducted and deposited in his account for tax sheltered annuity.

#### **C. Travel**

All requests for travel reimbursement must be made to the Board through the Superintendent and have approval prior to the travel date. This approval by the Board will permit reimbursement for mileage at the IRS rate or State OMB rate, whichever law prevails.

## **ARTICLE XI**

### **TEACHER ASSIGNMENT**

- A.** All teachers shall be given written notice of their class and/or subject assignments, building assignments and elementary room assignments for the forthcoming year not later than May 15<sup>th</sup>, if possible. A list of said schedules and assignments shall be made available to the Association.
- B.** The Superintendent shall give notice of assignments to new teachers as soon as practicable.
- C.** Teachers who use their own automobiles in the performance of their duties shall be reimbursed at the IRS rate.
- D.** The Board will designate one parking space at each school for traveling teachers.
- E.** No later than May 1<sup>st</sup> of the school year, the Superintendent shall forward to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.
- F.** For a known vacancy, teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent.
- G.** Teachers who are required to travel between buildings shall be provided with thirty (30) minutes of travel time, where possible, in addition to their preparation time.

## **ARTICLE XII**

### **TEACHER EVALUATION**

- A.** All classroom monitoring or observation of the work performance of a teacher shall be conducted openly. There will be no use of public address/audio video systems and similar devices without the full knowledge of the teacher. Formal observations should be made during the school year to make the teacher aware of progress or lack of progress for contractual purposes. All non-tenure teachers will be observed at least two (2) times before January 1<sup>st</sup> provided the teacher was employed prior to September 30<sup>th</sup>. Evaluations shall be conducted in accordance with the provisions of N.J.A.C. 6:31-1-19 and 1-21.

- B. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators within a reasonable time before any conference to discuss it. The conference shall be held within six (6) school days following the receipt of the evaluation report. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior knowledge of the teacher. The observed teacher may respond by way of a reaction paper if he so chooses and this shall be attached to the original observation sheet. No teacher shall be required to sign a blank or incomplete evaluation form.
- C. A teacher shall have the right, upon request, to review the contents of his personnel file through his building principal or his district personnel file through the Superintendent of Schools. A teacher shall be entitled to have a representative of the Association accompany him during such review.
- D. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher shall have the right to submit a written answer to such material. His answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- E. The Board, or agent thereof, shall not establish any separate personnel file.
- F. The Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents.
- G. Security equipment (public address systems, audio video/camera systems, and computer based security systems) shall not be used for teacher evaluations.

There will be no use of public address/audio video systems, computer based security systems and similar devices without the full knowledge of the teacher. The use of video cameras for security purposes inside school areas common to both public and instructional use (such as hallways, gymnasiums, cafeterias) and specialized areas where the School Board has a compelling interest in protecting equipment (such as computer labs) shall be limited to security and surveillance purposes.

Teachers who work in areas that are protected by school video cameras will be notified annually of the use of cameras in assigned instructional areas. Principals will be notified that video camera activities are not to be a part of any active or passive data collection system for teacher evaluation purposes. Notice shall be given to teachers and administrators by the first day of student contact each school year with copies of said notice provided to the HEA.

## **ARTICLE XIII**

### **FAIR DISMISSAL PROCEDURE**

The dismissal of any teacher shall comply with prevailing statutes.

## **ARTICLE XIV**

### **TEMPORARY LEAVES OF ABSENCE**

#### **A. Accumulative**

1. As of September 1<sup>st</sup>, all teachers employed shall be entitled to ten (10) sick leave days and four (4) personal days each school year as of the first official day of said school year whether or not they report for duty on that day. At least three (3) days' notice must be given of personal days. No more than one personal day per year may be taken before or after a school designated holiday or vacation. A teacher who requests three (3) or more days in a row shall be required to submit reason for such leave to the Superintendent for approval.
2. Teachers employed after the beginning of the school year shall receive one sick day for each month employed. A teacher beginning employment on or before the 15<sup>th</sup> or terminating after the 15<sup>th</sup> of the month shall receive one (1) full sick day for that month. Where teachers are contracted to work for less than a full contractual year, the number of sick days will be prorated accordingly.
3. In the event of an emergency, the three (3) day request period shall be waived by notification to attendance service prior to 7:00 a.m. of said day of absence. One additional personal day with pay may be granted by the Superintendent upon receipt of adequate reasons for the additional personal time off required. Unused sick leave and personal leave shall be accumulated from year to year with no maximum limit as sick leave.
4. Additional personal leave may be granted without pay to any teachers who require it. At least three (3) days' notice must be given of same, except in the event of an emergency.
5. Any day used in excess of the number of days earned sick leave shall be deducted from the teacher's salary at a rate of 1/200<sup>th</sup> of the employee's annual salary rate for each day so absent. Days shall be charged against the employee's sick leave allowance as follows:
  - a. No days will be charged if the employee works more than one-half of the employee's total workday.

- b. One-half day will be charged if an employee works less than one-half of the employee's workday.
  - c. "Workday" shall be defined as the contractual hours of employment for a normal school day.
- 6. The Board and the Association agree to convene a committee to review the possibility of establishing an employee sick bank. The intent of the committee would be to assist employees who are experiencing catastrophic illness and have exhausted all available sick days. The findings and recommendations of the committee are non-binding and will be subject to mutual Board/Association agreement.

**B. Non-Accumulative**

Non-accumulative additional sick leave benefits shall be allowed to teachers as follows: The teacher may be given the difference between his pay and a substitute's pay for each sick day over and above the total accumulated sick days. In the event of refusal, reasons for same will be forwarded to the employee by the Board of Education in writing.

**C. Types of Leave**

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. School Visitation

- a. With administrative approval, two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- b. Additional days will be granted at the discretion of the building principal and superintendent.

2. Legal

Time necessary for appearances in any legal proceeding with the teacher's employment or with the school system, except those actions instituted by the employee or Association against the Board.

3. Absence Due to Death

Absence due to death in a teacher's or employee's immediate family/stepfamily, spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents or household shall be allowed with pay for the required period, not to exceed five (5) days.

4. **Temporary Military**

The time necessary for a person called into temporary active duty of any unit of the U. S. Reserve or the State National Guard shall be granted with full pay. The employee shall supply written documentation from his/her commanding officer that no non-school times are available/acceptable.

5. **Emergency Situations**

In the event of illness to the immediate family, that creates an emergency situation, any employee may use up to five (5) days leave at the rate of their pay less substitute's pay, without reference to sick leave. Immediate family shall include parents, spouse and own children.

6. **Good Cause**

Other leaves of absence with pay may be granted by the Board for good reason.

7. **In Addition to Sick Leave**

Leaves taken pursuant to above shall be in addition to any sick leave to which the teacher is entitled.

**D. Severance Pay**

The Board shall provide severance pay as per the following conditions:

1. A teacher must be retiring (collecting or vesting TPAF pension) from teaching and have fifteen (15) or more years of service in Hopatcong.
2. For each day of unused sick leave a teacher shall be paid \$50.00 per day.
3. A teacher must give the Board a six (6) month advance notice of retiring.
4. The severance pay shall be paid on July 15<sup>th</sup> of the school year of retirement. The payment will be made to the staff member's designated 403b retirement plan. Severance pay of less than \$3,000 will be issued to the employee in the form of a payroll check.

## ARTICLE XV

### EXTENDED LEAVES OF ABSENCE

#### **A. Association**

The Board agrees that a tenured teacher designated by the Association may, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

#### **B. International and Federal Programs**

A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, Vista, National Teacher Corps or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.

#### **C. Outside Teaching**

A tenured teacher shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

#### **D. Maternity**

1. A teacher shall notify the superintendent, in writing, of her pregnancy. Said teacher may continue to teach as long as she is medically fit and shall present the superintendent with medical certification that she is fit to teach during the last three months of her pregnancy. The teacher shall give reasonable notice to the Board prior to commencing leave and the Board shall grant leave effective on the date requested by the teacher.
2. Unpaid child rearing leave, if requested, shall commence immediately after the conclusion of any paid sick leave associated with child birth (or upon release of the infant from the hospital at the option of the parents). Child rearing leave shall be terminated prior to February 1<sup>st</sup> or August 31<sup>st</sup> immediately following the start of the leave. Teachers may request and shall be granted additional leave. The total time for child-rearing leave shall not exceed twenty-four (24) months. Teachers wishing to return from leave during the school year shall notify the Board, in writing, of intent to return sixty (60) days prior to the intended date of return. All teachers resuming from child rearing leave during the school year must return no later than February 1<sup>st</sup>.

3. Teachers whose leave of absence does not commence until after January 31<sup>st</sup>, shall receive a full year's credit on the salary guide upon return from maternity leave provided that said teacher performed for either five (5) consecutive months of service in the school year in which the leave commences, or has completed six (6) months of service in the school year in which the leave commences.

**E. Adoption**

Any teacher adopting a child shall receive similar leave which shall commence upon his/her receiving de facto custody of the child, or earlier if necessary to fulfill the requirements of adoption.

**F. Family Illness**

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.

**G. Political**

The Board shall grant leave of absence without pay to any teacher to serve in an elected public office for a term not to exceed one (1) year except as provided by statute.

**H. Good Cause**

Other leaves of absence without pay may be granted by the Board for good reason.

**I. Sabbatical Leave**

In the event two or more eligible people apply, the Board shall grant a sabbatical leave for one (1) teacher per year subject to the following conditions:

1. The teacher has completed six (6) consecutive years of service in the Hopatcong School District prior to submitting his request for sabbatical leave.
2. Requests for sabbatical leaves must be received by the superintendent in writing prior to January 31<sup>st</sup> of the preceding school year.
3. Requests for sabbatical leave shall state with particularity the nature and purpose of the leave.
4. In the event that more than one (1) teacher requests a sabbatical leave for a particular year, the Board will make the final decision as to which teacher is granted said leave.
5. The Board of Education shall inform each candidate in writing of his acceptance or denial for a sabbatical leave by March 31<sup>st</sup>.

6. Teachers must take sabbatical leave for a full school year and shall be paid 50% of their total salary for that full year period.
7. A teacher on sabbatical leave shall be paid in the same manner as if employed in the school district. Upon returning from sabbatical leave, the salary shall be that of the step on the schedule that he would have received had he not been absent from service in the district. If the teacher qualifies for a higher designation on the salary guide, the proper transfer will be made. Adjustments will be made only during the month of September.
8. At the expiration of the leave, the teacher will be reinstated in the same or comparable position to the one he held at the time the leave was granted.
9. The teacher shall agree to return to service in the Hopatcong Borough School District for a period of not less than two (2) school years after the sabbatical leave. The obligation upon return shall be waived upon the physical disability of the teacher. The disability may be certified by medical authorities selected by the Board of Education.
10. Upon being granted a sabbatical leave, the teacher shall sign an agreement requiring that within ninety (90) days following return from his sabbatical leave he shall submit a concise report of the results of his leave to the Superintendent. The report shall contain:
  - a. An account of activities during the leave.
  - b. A statement of progress made on the sabbatical study program as proposed in the application together with an explanation of any significant changes made in the program.
  - c. A statement of future activity related to the sabbatical leave study program, including plans for completion of the program or application of new knowledge.

J. Upon return from Peace Corps, Vista, National Teacher Corps, or sabbatical leave, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. For all other types of leave granted by the Board, teachers shall not receive increment credit for times spent on leave.

K. All rights and benefits to which a teacher would be entitled at the time his leave commenced shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

- L.** Any teacher on leave with pay shall receive the same fringe benefits granted to actively employed teachers. The fringe benefits provided in this contract are not available to teachers on unpaid leaves of absence except to the extent that either: (1) the Board is required by the insurance carrier to continue the benefit; (2) the teacher reimburses the Board for the cost of the benefit; or (3) the Board chooses to continue the benefit.
- M.** Any teacher on leave without pay may be permitted to substitute in the Hopatcong School District at the prevailing substitute salary.
- N.** All extensions or renewals of leaves shall be applied for in writing.

## **ARTICLE XVI**

### **SUPERVISION OF STUDENT TEACHERS**

#### **A. Mutual Responsibility**

The Board and the Association mutually recognize that the education of the children of the Hopatcong School District is their primary responsibility. The Board and the Association further recognize their responsibility to assist in the effective training of future teachers under the highest standards.

#### **B. Procedures**

The procedures governing the supervision of student teachers shall be those determined by the District.

## **ARTICLE XVII**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

Classroom control and discipline procedures shall be made part of the teacher's handbook.

## ARTICLE XVIII

### INSURANCE PROTECTION

#### **A. Full Health Care Coverage**

The Board shall provide the health care insurance protection as designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, 100% family plan insurance coverage.

1. The Board shall pay the full premium for each teacher and, in cases where appropriate, for full family plan coverage.
2. The Hopatcong Board of Education will provide dental insurance for teachers. The Board shall pay the full premium for each teacher, and in cases where appropriate, 100% for full family plan insurance coverage.

#### **B. Carriers**

The Board of Education will annually select the insurance carriers provided that the coverage is equal to or better than the current plan.

#### **C. Complete Annual Coverage**

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1<sup>st</sup> and ending June 30<sup>th</sup>. When necessary, payment of premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

- D.** A mandatory second opinion per the rules and regulations of the existing insurance carrier for all elective surgery is required for all participants covered through the Board Health Insurance Program.
- E.** The Association shall work with the Superintendent to establish a district health insurance cost containment committee. The purpose of the committee will be to suggest strategies and programs that will assist in controlling health insurance cost increases. No recommendations suggested by the committee can be implemented without the approval of the Association and the Board.
- F.** Deductibles for insurance will be \$200/\$400 per school year.

**G.** Effective July 1, 2012, any employee who relinquishes all family health care coverage shall receive a maximum individual payout of \$7,000 (seven thousand dollars) per school year or 25% of the family coverage cost, but not less than \$5,000 (five thousand dollars). One-half payment shall be made in December and one-half payment in June. Employees leaving the district between July 1<sup>st</sup> and June 30<sup>th</sup> of any contract year shall receive a pro-rata payment for each month employed during that period. Employees who relinquish benefits will be permitted to re-enroll in the health insurance program during the last year of their employment prior to retirement.

**H. Description to Teachers**

A description of all insurance coverage shall be furnished to the teachers.

**I. A teacher shall have the option of participating in the district's IRS §125 Plan.**

## **ARTICLE XIX**

### **HOMEBOUND/BEDSIDE INSTRUCTION**

Teachers shall be compensated for bedside instruction at the rate of \$35.00 per hour. Milage incurred shall be compensated at the New Jersey State rate.

## **ARTICLE XX**

### **PERSONAL AND ACADEMIC FREEDOM**

**A.** The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday, or as it would disrupt the normal student routine.

**B. Citizenship**

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

### **C. Academic**

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Hopatcong School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

#### **1. Controversial Material**

Teachers shall be guaranteed full freedom in classroom presentations and discussions, but may not introduce politically, religiously, or otherwise controversial material, unless said material is relevant to the course content and all sides of the issues are presented.

#### **2. Personal Opinion**

In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its Administration, or the Board.

## **ARTICLE XXI**

### **BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES**

A fund shall be established by the Board for each building at \$60.00 per teacher per year to be used in purchasing incidental supplies for classroom use. Expenditures from this fund shall be at the discretion of the building principal and subject to his/her prior approval.

All items shall become the property of the Board.

## **ARTICLE XXII**

### **DEDUCTIONS FROM SALARY**

#### **A. Association Payroll Dues Deduction**

The Board agrees to deduct from the salaries of its teachers, dues for the Hopatcong Education Association, the Sussex County Education Association, the New Jersey Educational Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969, (N.J.S.A. 52:14-15, 9e) and under rules established by the State Department of Education. The person designated shall disburse such moneys to the Treasurer of the Hopatcong Education Association.

#### **B. Rate Change**

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues on or before August 1<sup>st</sup> of each year. Those rates certified as of August 1<sup>st</sup>, remain in effect for the school year.

#### **C. Representation Fee**

The Board recognizes the Associations rights pursuant to N.J.S.A. 34:13A-5.4 and agrees to deduct from payroll the maximum representation fee permitted by statute.

## **ARTICLE XXIII**

### **MISCELLANEOUS PROVISIONS**

#### **A. Nondiscrimination**

The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of the agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

#### **B. Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**C. Compliance Between Individual Contract and Master Agreement**

Any individual contracts between the Board and an individual teacher, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**D. The Association will be furnished the final draft of this negotiated Agreement suitable for reproductions after which a copy for each professional employee shall be distributed within thirty (30) days of ratification. This expense shall be borne equally by the Board and the Association.**

**E. Notice**

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by telegram or certified mail, return receipt requested, at the following address.

1. If by the Association to the Board at:  
Box 1029, Hopatcong, New Jersey 07843
2. If by the Board to the Association at:  
Box 134, Hopatcong, New Jersey 07843

**F. Binder Clause**

This Agreement constitutes terms and conditions for the duration of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.

**G. Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

**H. Association Recognition**

In order that the Association's position as the duly recognized collective negotiations agent for the employees in the appropriate bargaining unit will be clear, it is agreed that representatives designated or selected by public employees for the purpose of collective negotiations by the majority of the employees in a unit appropriate for such purposes or by a majority of the employees voting in an election conducted by the Board as authorized by this act, shall be the exclusive representatives for collective negotiations concerning the terms and conditions of employment of the employees in such unit.

Anything herein shall not be construed to prevent any official from meeting with an employee organization for the purpose of hearing the facts and requests of its members in such unit so long as:

1. The majority representatives are informed of the meeting.
2. Any changes or modifications in terms and conditions of employment are made only through negotiations with the majority representatives; and
3. Minority organizations shall not present or process grievances. The parties hereto agree that the definition of "Board" as used in this subsection H shall mean the Public Employment Relations Commission, except that if two competing organizations agree, the Board of Education may conduct the election.

I. Effective upon ratification, an exploratory committee on block scheduling shall be formed, consisting of six (6) members, three to be appointed by the Superintendent and three to be appointed by the Association. The committee will make recommendations on block scheduling to the Superintendent for implementation no earlier than September 2013. In no cases shall any such recommendation(s) alter the existing contractual terms and conditions of employment.

## **ARTICLE XXIV**

### **PROFESSIONAL DEVELOPMENT**

The Board will fund a *tuition reimbursement* pool of \$45,000 for the contract period effective July 1, 2012. The pool shall be available to the entire staff.

Each course must be within the scope of the staff member's professional certification or must be in the area of general professional development, which is deemed by the Superintendent or Assistant Superintendent to be valuable in improving professional performance of the staff member.

The Board will reimburse tuition costs at 50% of the State Universities' per credit cost average to a maximum of 6 credits per annum for full-time staff or 3 credits annum for part-time staff. Teachers may take up to nine (9) credits if the \$45,000 pool has not been exhausted. Such excess amount will be prorated among all teachers applying for credits beyond six. A grade of "B" or better must be achieved to qualify for reimbursement. Unused funds shall roll over to the next semester, including the Summer semester. Any unused funds at the end of the year shall roll over to the next year [September].

All requests by teachers for approval of courses must be channeled through the Building Principal to the Superintendent or Assistant Superintendent as follows:

1. Requests for Fall Semester courses, no later than October 18<sup>th</sup>.
2. Requests for Spring Semester courses, no later than February 18<sup>th</sup>.
3. Requests for Summer Semester courses, no later than June 18<sup>th</sup>.

Proof of payment [i.e., cancelled check, credit card receipt, etc.] should be submitted with course approval in order for the correct amount of funding to be encumbered. After completion of an approved course, a tuition reimbursement form must be completed and forwarded to the Superintendent or Assistant Superintendent no later than January 30<sup>th</sup> for Fall Semester, June 30<sup>th</sup> for Spring Semester and October 15<sup>th</sup> for Summer Semester, together with official transcripts showing a grade of "B" or better.

Course approval for tuition reimbursement requests must be submitted on forms available through each Building Principal.

## **ARTICLE XXV**

### **GROUP RATE DISCOUNT FOR TEACHERS**

The Board shall support the discount providing the corporate umbrella name. The Association shall investigate the possibility and availability of group discounts for the teaching staff. The Association shall ascertain the procedure for the said discount. These discounts shall be at no costs and no responsibility of the Board.

## **ARTICLE XXVI**

### **ON-LINE COURSES**

#### **A. Protection**

Only elective courses, not currently offered in the high school program will be offered. The creation of any on-line courses shall in no way supplant a teacher, a teaching position, or a present/future course in the district.

#### **B. Selection of On-Line Instructor**

Only members of the Hopatcong Education Association are to be considered for on-line positions. Only members who volunteer to teach on-line courses will be considered for the assignment. In the case of more than one applicant who meets the above requirements for the same on-line course, the selection of the on-line instructor will be decided by the administration and guided in future years by the rotation clause in Article VIII, Clause F. In the case there are no applicants for an on-line course, no teacher may be assigned to a position. An on-line instructor who has instructed an on-line course is not required to be assigned to the on-line course in following years. Teachers who are

selected to instruct an on-line course will need to participate in required summer curriculum work to develop and design the course as well as training on how to teach an on-line course. The district shall provide the training. The on-line instructor will be paid at the summer curriculum work rate. The maximum required days to complete curriculum work for a new course shall be seven days and a maximum of one day for software instruction. If the same course is offered in the following year, the summer curriculum work will be modified accordingly, but no more than a maximum of eight days. The days of curriculum work and software instruction shall be mutually agreed upon by both the administration and the teacher. The administration will approve the specific courses to be offered.

#### **C. On-Line Instructor Rights**

The on-line instructor only shall determine the time requirements which include contact, assignments and assessments for the on-line course, but no less than an average of three (3) hours per week. The on-line instructor only shall make the decision as to whether or not to accept any additional students above the maximum class size of ten students. Removal of students from the on-line course due to lack of work, inappropriate verbal/written language or actions, or the disruption of the on-line class in any manner shall, in consultation and collaboration with the administration, be the prerogative of the on-line instructor. Removal of a student by administration for other disciplinary/necessary reasons is permitted. On-line instructors shall not be held accountable for any inappropriate or illegal remarks or actions by on-line student participants.

#### **D. On-Line Working Conditions**

The class size for each on-line course shall be limited to a maximum of ten students. If additional students wish to register, it is at the discretion of the on-line instructor (see clause C) with the prior approval of administration. No on-line instructor shall be required/directed to contact any on-line students during the regular teaching day. On-line instructors will have personal contact with their students as needed. No on-line instructor shall be required to purchase any materials, software or instructional material to instruct the course.

#### **E. On-Line Instructor Evaluation**

Any and all assessment of the on-line instructor shall be for the on-line course only and shall not impact on regular professional teacher contract and/or evaluation. There will be a separate evaluation process for on-line courses to be mutually developed by teachers and the administration.

**F. On-Line Stipend**

The stipend for an on-line full year (ten months) course shall be \$5,500. For each additional student added to the course above ten (10) students, the on-line instructor shall receive an additional \$550 per student. Summer curriculum work shall be paid at the summer curriculum work rate.

**DURATION**

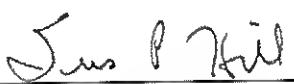
This Agreement shall be effective as of September 1, 2011 and shall conclude June 30, 2014.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective negotiation chairpersons, and their seals to be placed hereon, all on this day.

FOR THE BOARD:

By:   
\_\_\_\_\_  
Board President

FOR THE ASSOCIATION:

By:   
\_\_\_\_\_  
HEA President

**EXTRA PAY/EXTRA DUTY GUIDE**  
**September 1, 2011 – JUNE 30, 2014**

**ATHLETIC**

<b>CLASS A</b>	<b>100%</b>		
Level 1 - \$4,415	Level 2 - \$5,086	Level 3 - \$6,093	Level 4 - \$6,995
Baseball			
Basketball (B)			
Basketball (G)			
Cross-Country			
Field Hockey			
Football			
Soccer (B)			
Soccer (G)			
Softball			
Track (B)			
Track (G)			
Wrestling			
Athletic Trainer (\$ per season)			

<b>CLASS B</b>	<b>65%</b>		
Level 1 - \$2,890	Level 2 - \$3,325	Level 3 - \$3,980	Level 4 - \$4,566
Winter Track			
Marching Band & Drill Team**			
Bowling			
Cheerleading [per season]			
Tennis [per season]			
Golf [7/8 Grade positions]			

--Coaches Clinic: Upon recommendation of the Superintendent, each Head Coach may request up to \$750.00 per coaching clinics

\*-Assistant Coaches will be paid approximately 65% of their Head Coach – adjusted to fit appropriate level of experience.

<b>CLASS A</b>			
Level 1 - \$2,890	Level 2 - \$3,325	Level 3 - \$3,980	Level 4 - \$4,566

<b>CLASS B</b>			
Level 1 - \$1,898	Level 2 - \$2,180	Level 3 - \$2,596	Level 4 - \$2,981

**ADVISORSHIPS**

<b>CLASS A</b>	<b>100%</b>		
Level 1 - \$2,507	Level 2 - \$2,923	Level 3 - \$3,600	Level 4 - \$3,957
Yearbook			
National Honor Society			

<b>CLASS B</b>	<b>75%</b>		
Level 1 - \$1,702	Level 2 - \$1,951	Level 3 - \$2,431	Level 4 - \$2,981
HS Student Council			
HS Newspaper			
Drama [per play]			
Music			

<b>CLASS C</b>	<b>65%</b>		
Level 1 - \$1,282	Level 2 - \$1,649	Level 3 - \$2,115	Level 4 - \$2,592
Literary Magazine			
Varsity Club			
Middle School Classbook			

<b>CLASS D</b>	<b>40% *Per Play</b>		
Level 1 - \$886	Level 2 - \$1,066	Level 3 - \$1,323	Level 4 - \$1,616
Technical Director*			
Musical Director*			
Vocal Director*			
Choreographer*			

<b>CLASS E</b>	<b>35%</b>		
Level 1 - \$557	Level 2 - \$847	Level 3 - \$1,110	Level 4 - \$1,420
Mock Trial			
Chess Club			
MS Newspaper			
Academic Bowl			
Percussion Advisor			
MS Student Council			
FCCLA			
Science League			
Bring It			

<b>CLASS ADVISORS</b>			
5 <sup>th</sup> Grade - \$413	6 <sup>th</sup> Grade - \$440	7 <sup>th</sup> Grade - \$688	8 <sup>th</sup> Grade - \$1,100
9 <sup>th</sup> Grade - \$688	10 <sup>th</sup> Grade - \$825	11 <sup>th</sup> Grade - \$1,562	12 <sup>th</sup> Grade - \$2,228

#### **\*\*MARCHING BAND TO BE BROKEN OUT IN THE FOLLOWING POSITIONS**

Drill Designer, Music Arranger, Percussion Arranger, Assistant Director,  
 Color Guard Instructor (Full season or Band Camp only)  
 Drumline Instructor (Full season) or Band Camp only

#### **SUMMER SCHOOL STIPEND-MIDDLE SCHOOL**

\$35 per hour times the number of hours worked. One additional workday will be provided for the instructor to prepare for the program and one additional day will be provided to finalize paperwork and grades.

#### **TECHNOLOGY LEADER**

Extra Pay/Extra Duty - \$28 per hour

#### **DATA TEAM RESOURCE PERSON**

Extra Pay/Extra Duty - \$28 per hour

**YEAR 1  
2011-2012  
SALARY GUIDE**

**2011-2012 SALARY GUIDE**

**YEAR 1**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>
<b>1</b>	<b>48,600</b>	<b>51,200</b>	<b>52,950</b>	<b>55,450</b>	<b>56,550</b>	<b>58,950</b>	<b>60,300</b>	<b>61,350</b>
<b>2</b>	<b>48,800</b>	<b>51,400</b>	<b>53,150</b>	<b>55,650</b>	<b>56,750</b>	<b>59,150</b>	<b>60,500</b>	<b>61,500</b>
<b>3</b>	<b>49,000</b>	<b>51,600</b>	<b>53,350</b>	<b>55,850</b>	<b>56,950</b>	<b>59,350</b>	<b>60,700</b>	<b>61,750</b>
<b>4</b>	<b>49,300</b>	<b>51,900</b>	<b>53,650</b>	<b>56,150</b>	<b>57,250</b>	<b>59,650</b>	<b>61,000</b>	<b>62,050</b>
<b>5</b>	<b>49,650</b>	<b>52,250</b>	<b>54,000</b>	<b>56,500</b>	<b>57,600</b>	<b>60,000</b>	<b>61,350</b>	<b>62,400</b>
<b>6</b>	<b>50,270</b>	<b>52,870</b>	<b>54,620</b>	<b>57,120</b>	<b>58,220</b>	<b>60,620</b>	<b>61,970</b>	<b>63,020</b>
<b>7</b>	<b>51,215</b>	<b>53,815</b>	<b>55,565</b>	<b>58,065</b>	<b>59,165</b>	<b>51,565</b>	<b>62,915</b>	<b>63,956</b>
<b>7AA</b>	<b>51,625</b>	<b>54,225</b>	<b>55,975</b>	<b>58,475</b>	<b>59,575</b>	<b>61,975</b>	<b>63,325</b>	<b>64,375</b>
<b>7A</b>	<b>52,025</b>	<b>54,625</b>	<b>56,375</b>	<b>58,875</b>	<b>59,975</b>	<b>62,375</b>	<b>63,725</b>	<b>64,775</b>
<b>8</b>	<b>56,530</b>	<b>59,130</b>	<b>60,880</b>	<b>63,380</b>	<b>64,480</b>	<b>66,880</b>	<b>68,230</b>	<b>69,280</b>
<b>8AA</b>	<b>60,655</b>	<b>63,255</b>	<b>65,005</b>	<b>67,505</b>	<b>68,605</b>	<b>71,005</b>	<b>72,355</b>	<b>73,405</b>
<b>8A</b>	<b>64,655</b>	<b>67,255</b>	<b>69,005</b>	<b>71,505</b>	<b>72,605</b>	<b>75,005</b>	<b>76,355</b>	<b>77,405</b>
<b>9</b>	<b>70,075</b>	<b>72,675</b>	<b>74,425</b>	<b>76,925</b>	<b>78,025</b>	<b>80,425</b>	<b>81,775</b>	<b>82,825</b>
<b>10</b>	<b>74,075</b>	<b>76,675</b>	<b>78,425</b>	<b>80,925</b>	<b>82,025</b>	<b>84,425</b>	<b>85,775</b>	<b>86,825</b>
<b>10A=11</b>	<b>76,300</b>	<b>78,900</b>	<b>80,650</b>	<b>83,150</b>	<b>84,250</b>	<b>86,650</b>	<b>88,000</b>	<b>89,050</b>
<b>11=12</b>	<b>77,000</b>	<b>79,600</b>	<b>81,350</b>	<b>83,850</b>	<b>84,950</b>	<b>87,350</b>	<b>88,700</b>	<b>89,750</b>

**NO EMPLOYEE SHALL BE PLACED ON STEPS 7AA, 7A, 8AA, 8A or 10A=11**

**LONGEVITY**

A teacher who has completed ten (10) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$350.

A teacher who has completed fifteen (15) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$500.

A teacher who has completed twenty (20) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$1,200.

A teacher who has completed twenty-five years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$1,500.

**SALARY PLACEMENT**

It should be noted that an individual's step on the salary guide does not connote years of service. Since guides have been compressed for dollar distribution, there are many instances wherein teachers with different years of service are on the same salary step. All salary placements have been verified as accurate.

**YEAR 2  
2012-2013  
SALARY GUIDE**

**2012-2013 SALARY GUIDE  
YEAR 2**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	50,340	52,940	54,690	57,190	58,290	60,690	62,040	63,140
2	50,540	53,140	54,890	57,390	58,490	60,890	62,240	63,340
3	50,740	53,340	55,090	57,590	58,690	61,090	62,440	63,540
4	50,940	53,540	55,290	57,790	58,890	61,290	62,640	63,740
5	51,140	53,740	55,490	57,990	59,090	61,490	62,840	63,940
6	51,340	53,940	55,690	58,190	59,290	61,690	63,040	64,140
7	51,640	54,240	55,990	58,490	59,590	61,990	63,340	64,440
8	51,840	54,440	56,190	58,690	59,790	62,190	63,540	64,640
8AA	52,040	54,640	56,390	58,890	59,990	62,390	63,740	64,840
8A	56,240	58,840	60,590	63,090	64,190	66,590	67,940	69,040
9	60,240	62,840	64,590	67,090	68,190	70,590	71,940	73,040
9AA	64,640	67,240	68,990	71,490	72,590	74,990	76,340	77,440
9A	70,060	72,660	74,410	76,910	78,010	80,410	81,760	82,860
10	74,060	76,660	78,410	80,910	82,010	84,410	85,760	86,860
11	75,980	78,580	80,330	82,830	83,930	86,330	87,680	88,780
12	77,700	80,300	82,050	84,550	85,650	88,050	89,400	90,500

**NO EMPLOYEE SHALL BE PLACED ON STEPS 8AA, 8A, 9AA or 9A**

**LONGEVITY**

A teacher who has completed ten (10) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$350.

A teacher who has completed fifteen (15) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$500.

A teacher who has completed twenty (20) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$1,200.

A teacher who has completed twenty-five years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$1,500.

**SALARY PLACEMENT**

It should be noted that an individual's step on the salary guide does not connote years of service. Since guides have been compressed for dollar distribution, there are many instances wherein teachers with different years of service are on the same salary step. All salary placements have been verified as accurate.

**YEAR 3  
2013-2014  
SALARY GUIDE**

**2013-2014 SALARY GUIDE**

**YEAR 3**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	51,185	53,785	55,535	58,035	59,135	61,535	62,885	64,135
2	51,385	53,985	55,735	58,235	59,335	61,735	63,085	64,335
3	51,585	54,185	55,935	58,435	59,535	61,935	63,285	64,535
4	51,785	54,385	56,135	58,635	59,735	62,135	63,485	64,735
5	51,985	54,585	56,335	58,835	59,935	62,335	63,685	64,935
6	52,185	54,785	56,535	59,035	60,135	62,535	63,885	65,135
7	52,385	54,985	56,735	59,235	60,335	62,735	64,085	65,335
8	52,585	55,185	56,935	59,435	60,535	62,935	64,285	65,535
9	52,785	55,385	57,135	59,635	60,735	63,135	64,485	65,735
9AA	57,285	59,885	61,635	64,135	65,235	67,635	68,985	70,235
9A	61,285	63,885	65,635	68,135	69,235	71,635	72,985	74,235
10	65,285	67,885	69,635	72,135	73,235	75,635	76,985	78,235
10AA	70,715	73,315	75,065	77,565	78,665	81,065	82,415	83,665
10A	74,715	77,315	79,065	81,565	82,665	85,065	86,415	87,665
11	76,645	79,245	80,995	83,495	84,595	86,995	88,345	89,595
12	78,400	81,000	82,750	85,250	86,350	88,750	90,100	91,350

**NO EMPLOYEE SHALL BE PLACED ON STEPS 9AA, 9A, 10AA or 10A**

**LONGEVITY**

A teacher who has completed ten (10) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$350.

A teacher who has completed fifteen (15) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$500.

A teacher who has completed twenty (20) years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$1,200.

A teacher who has completed twenty-five years of full-time teaching in the Hopatcong School District shall receive a longevity stipend of \$1,500.

**SALARY PLACEMENT**

It should be noted that an individual's step on the salary guide does not connote years of service. Since guides have been compressed for dollar distribution, there are many instances wherein teachers with different years of service are on the same salary step. All salary placements have been verified as accurate.